



THE UNITED STATES
CORPORATION
COMPANY

RECEIVED

98 MAY 19 AM 8:25

ACCOUNT NO. 072100000032
DIVISION OF CORPORATION

REFERENCE : 822974 11758A

AUTHORIZATION :

COST LIMIT : \$ 122.50

Patricia Page

ORDER DATE : May 18, 1998

ORDER TIME : 3:48 PM

ORDER NO. : 822974-005

CUSTOMER NO: 11758A

CUSTOMER: Jeffrey S. Wachs, Esq
Doumar Curtis Cross Laystrom
1177 Southeast Third Avenue

Fort Lauderdale, FL 33316

EFFECTIVE DATE
5/31/98

800002528178--5

ARTICLES OF MERGER

W.P. SDN, INC.

INTO

TASCO INVESTMENTS OF FLORIDA,
INC.

FILED
98 MAY 19 AM 10:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY

CONTACT PERSON: Daniel W Leggett

EXAMINER'S INITIALS:

DLH
5/19/98

ARTICLES OF MERGER
Merger Sheet

MERGING:

W.P. SDN, INC., a Florida corporation P97000020984 -----

INTO

TASCO INVESTMENTS OF FLORIDA, INC., a Florida corporation,
P98000009184

File date: May 19, 1998, effective May 31, 1998

Corporate Specialist: Annette Hogan

Account number: 072100000032

Account charged: 122.50

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314



513198
ARTICLES OF MERGER

OF

W.P. SDN, INC.

INTO

TASCO INVESTMENTS OF FLORIDA, INC.

FILED
98 MAY 19 AM 10:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned duly authorized officers of W.P. SDN, INC. and TASCO INVESTMENTS OF FLORIDA, INC., both corporations of the State of Florida, hereby file these Articles of Merger in order to effect a merger under the laws of the State of Florida.

ARTICLE I
MERGER

W.P. SDN, INC. (referred to hereinafter as the "Merged Corporation") shall be merged with and into TASCO INVESTMENTS OF FLORIDA, INC. (referred to hereinafter as the "Surviving Corporation"), in accordance with the terms and conditions set forth in the AGREEMENT AND PLAN OF MERGER duly adopted by the Board of Directors of the Corporations and approved by the shareholders of the Corporations in accordance with the provisions of the Florida General Corporation Act. The corporate existence of the Merged Corporation shall cease on the Effective Time of the merger. TASCO INVESTMENTS OF FLORIDA, INC. will continue in existence as the Surviving Corporation after the Effective Time of the merger.

ARTICLE II
SHAREHOLDER APPROVAL

THE AGREEMENT AND PLAN OF MERGER was approved by consent in writing signed by the sole shareholder of W.P. SDN, INC. and consent in writing by the sole shareholder of TASCO INVESTMENTS OF FLORIDA, INC. on MAY 1, 1998 pursuant to the provisions of Sections 601.1103 and 607.0704 of the Florida General Corporation Act.

ARTICLE III
PLAN OF MERGER

The Plan of Merger is attached hereto as Exhibit "A".

ARTICLE IV
EFFECTIVE DATE AND TIME

The merger contemplated herein shall become effective as of
May 31, 1998.

IN WITNESS WHEREOF, the undersigned officers have hereunto set
their hands this 1st day of May, 1998.

TASCO INVESTMENTS
OF FLORIDA, INC.

By: 
~~JACK SOFER, President~~
and Secretary

W.P. SDN, INC.

By: 
~~JACK SOFER, President~~
and Secretary

STATE OF FLORIDA)

SS:

COUNTY OF BROWARD)

BEFORE ME, the undersigned officer, personally appeared JACK SOFER, the President of TASCO INVESTMENTS, INC. who is personally known to me and be the individual described in and who executed the foregoing instrument, or who produced _____

_____ as identification, and who did/did not take an oath, and he acknowledged to and before me that he executed said instrument in the capacity and for purpose therein expressed.

WITNESS my hand and official seal, this 1st day of May, 1998.



LISA D. BELENSON
COMMISSION # CC 399213
EXPIRES AUG 10, 1998
BONDED THRU
ATLANTIC BONDING CO., INC.

Lisa D Belenson
Notary Public, State of Florida
Print Name: Lisa D. Belenson

STATE OF FLORIDA)

SS:

COUNTY OF BROWARD)

BEFORE ME, the undersigned officer, personally appeared JACK SOFER, the President of W.P. SDN, INC., who is personally known to me and be the individual described in and who executed the foregoing instrument, or who produced _____

_____ as identification, and who did/did not take an oath, and he acknowledged to and before me that he executed said instrument in the capacity and for purpose therein expressed.

WITNESS my hand and official seal, this 1st day of May, 1998.



LISA D. BELENSON
COMMISSION # CC 399213
EXPIRES AUG 10, 1998
BONDED THRU
ATLANTIC BONDING CO., INC.

Lisa D Belenson
Notary Public, State of Florida
Print Name: Lisa D Belenson

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER dated as of the 1st day of May, 1998 by and among W.P. SDN, INC., a Florida corporation ("WP"), and TASC INVESTMENTS OF FLORIDA, INC., a Florida corporation, ("TF").

W I T N E S S E T H:

WHEREAS, TF desires to acquire all of the assets and properties of WP; and

WHEREAS, WP deems it advisable and in its best interest of the entity and its members that WP be merged with and into TF (the "Merger");

NOW, THEREFORE, WP and TF hereby agree as follows:

ARTICLE I

THE MERGER

Section 1.1. The Merger. At the Effective Time of the Merger (as defined in Section 1.2), WP shall be merged with and into TF as provided herein. Thereupon, the existence of TF, with all its purposes, powers and objects, shall continue unaffected and unimpaired by the Merger, and the identity and existence, with all the purposes, powers and objects, of WP shall be merged into TF and TF as the entity surviving the Merger shall be fully vested therewith. The separate existence and organization of WP shall cease upon the Merger becoming effective as herein provided and thereupon WP and TF shall be a single entity, to wit TF (sometimes herein called the "Surviving Entity").

Section 1.2. Effective Time of Merger. After the execution of this Merger Agreement, Articles of Merger will be prepared to be executed by both entities. Such Articles of Merger shall be filed with the Office of the Secretary of State of Florida. The merger contemplated herein shall become effective as of May 31, 1998, 1998. (hereinafter called the "Effective Time").

Section 1.3. Ceasing of Business by WP. As of the Effective Time of the Merger, WP shall cease doing business. Its customers shall be notified on or before the Effective Time that WP has merged with TF and that all work done after Effective Time shall be done under the name of TF.

ARTICLE II

CERTIFICATE OF INCORPORATION, BYLAWS, AND DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION

Section 2.1. Certificate of Incorporation. The Articles of Incorporation of TF in effect immediately prior to the Effective Time of the Merger shall be the Articles of Incorporation of the Surviving Corporation unless and until amended as provided by law and by such Articles of Incorporation.

Section 2.2. ByLaws. The ByLaws of TF in effect immediately prior to the Effective Time of the Merger shall be the ByLaws of the Surviving Corporation unless and until amended or repealed as provided by law, by the Articles of Incorporation of the Surviving Corporation or by such ByLaws.

Section 2.3. Directors and Officers. The directors of TF immediately prior to the Effective Time of the Merger shall be the directors of the Surviving Corporation, and the officers of TF immediately prior to the Effective Time of the Merger shall be the officers of the Surviving Corporation. Such directors and officers shall serve until their successors shall have been elected or appointed and shall qualify or until otherwise provided by law, by the Articles of Incorporation of the Surviving Corporation or by the ByLaws of the Surviving Corporation.

ARTICLE III

CONVERSION AND EXCHANGE OF SHARES

Section 3.1. Conversion of WP Shares into TF Shares. On the Effective Time, the issued and outstanding shares of the Common Stock, par value \$1.00 per share, of WP immediately prior to the Effective Time shall by virtue of the Merger be automatically converted into shares of TF Common Stock, par value \$1.00 per share, at a rate of one share of WP Common Stock, par value \$1.00 per share for each share of TF Common Stock, par value \$1.00 per share.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF WP

As of the date hereof and as of the Effective Time, WP represents and warrants as set forth below.

Section 4.1. Organizations and Existence. WP is a corporation

duly organized, validly existing and in good standing under the laws of the State of Florida, has the power to own all of its property and assets and to carry on business as it is now being conducted. Subject to the approval of the Merger by its

shareholders, WP has the power and is duly authorized by all necessary action to merge with TF pursuant to this Agreement. Subject to such approval, the shareholder of WP has taken all action required by law, its Regulations or otherwise to authorize the execution and delivery of this Agreement, and this Agreement is a valid and binding agreement of WP in accordance with its terms. The director of WP has determined to recommend the adoption of this Agreement and the consummation of the Merger to WP's shareholders. The execution and delivery of this Agreement do not, and subject to such member approval the consummation of the Merger will not, violate any provisions of WP's Regulations.

ARTICLE V

BYLAWS AND/OR ARTICLES OF INCORPORATION REPRESENTATIONS AND WARRANTIES OF TF

As of the date hereof and as of the Effective Time, TF represents and warrants as set forth below.

Section 5.1. Organizations and Existence. TF is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. TF has the power to own all of its property and assets and to carry on business as it is now being conducted and is duly qualified to do business and is in good standing in each jurisdiction in which its ownership of property or the conduct of its business requires such qualifications. TF has the power and is duly authorized by all necessary action to execute, deliver and perform this Agreement. The shareholders of TF have taken all action required by law, or otherwise to authorize the execution and delivery of this Agreement, and this Agreement is a valid and binding agreement of TF in accordance with its terms. The execution and delivery of this Agreement do not, the consummation of the Merger will not, violate any provisions of TF's ByLaws and/or Articles of Incorporation.

ARTICLE VI

ADDITIONAL COVENANTS AND AGREEMENTS

Section 6.1. Operations Prior to Closing. WP and TF further agree that:

(a) WP agrees that it will, at all times subsequent to the date of this Agreement and prior to the Effective Time of the Merger, operate its business in the ordinary course consistent with past practice.

(b) TF agrees that it will, at all times subsequent to the date of this Agreement and prior to the Effective Time of the Merger, operate its business in the ordinary course consistent with past practices.

ARTICLE VII

CONDITIONS OF WP AND TF OBLIGATIONS TO CLOSE

Section 8.1. Conditions of WP and TF Obligations to Close. The obligations of WP and TF to consummate the Merger is subject to satisfaction on or prior to the Effective Time of the following conditions:

(a) Each of the acts and undertakings of WP and TF to be performed on or before the Effective Time pursuant to the terms hereof shall have been duly performed in all material respects.

(b) Except as affected by transactions contemplated by this Agreement, the representations and warranties of WP and TF contained in this Agreement shall be true in all material respects on and as of the Effective Time with the same effect as though such representations and warranties had been made on and as of such date.

(c) The Merger shall not violate any order, decree or judgment of any court or governmental body having competent jurisdiction.

ARTICLE VIII MISCELLANEOUS

Section 8.1. No Survival of Representations and Warranties. None of the representations and warranties included or provided for herein, or in any instrument of transfer or other document delivered pursuant hereto, shall survive the Effective Time of the Merger.

Section 8.2. Tax Characterization. This transaction is intended to qualify as a reorganization as defined in Section 368(a)(1)(A) of the Internal Revenue Code. Accordingly, on and after the Effective Time, the books and records of the Surviving Entity shall be maintained in such a manner as to appropriately

IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized officers of each of the parties as of the day and year first above written.

W.P. SDN, INC.

By: 

~~JACK SOFER, President~~

TASCO INVESTMENTS OF
FLORIDA, INC.

By: 

~~JACK SOFER, President~~

UNANIMOUS WRITTEN CONSENT

OF

THE SOLE SHAREHOLDER

OF

W.P. SDN, INC.

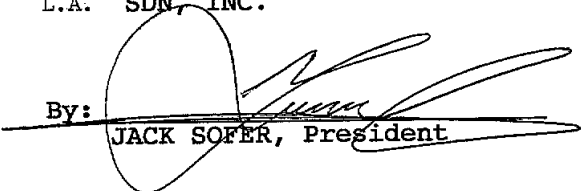
Pursuant to Section 607.0704 of the Florida Statutes, the following actions are hereby approved by the Sole Shareholder of the corporation on the 1st day of MAY, 1998.

1. The Articles of Merger and Agreement and the Plan of Merger between W.P. SDN, INC. and TASCOT FLORIDA, INC., are hereby approved and adopted.

Dated this 1st day of MAY, 1998.

L.A. SDN, INC.

By:


JACK SOFER, President

reflect a consummation of the aforescribed reorganization and all reports required to be filed with the Internal Revenue Service on or after the Effective Time shall appropriately reflect the reorganization.

Section 8.3. Binding Effects. This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided that this Agreement may not be assigned by any party without the consent of the other parties.

Section 8.4. Amendments. This Agreement may be amended only in writing with the approval of the Board of Directors of each party.

Section 8.5. Counterparts. This Agreement may be executed in one or more counterparts all of which shall be considered one and the same and shall become effective when one or more counterparts have been signed by each of the parties and delivered to each of the other parties.

Section 8.6. Further Action. WP and TF each agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement.

Section 8.7. Entire Agreement. This Agreement and the documents, letters and exhibits described herein or attached or delivered pursuant hereto set forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersede all prior agreements, arrangements and understandings relating to the subject matter hereof.

Section 8.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.